

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Second Amendment to the Traffic Signal Maintenance Covenant Between Seminole County, Aloma Square Owners' Association, Inc., and Loma Vista Property Owners' Association, Inc.

**DEPARTMENT:** Public Works

**DIVISION:** Traffic Engineering

**AUTHORIZED BY:** Gary Johnson

**CONTACT:** Melonie C. Barrington

**EXT:** 5676

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Seminole County/ Aloma Square Owners' Association, Inc./ Loma Vista Property Owners' Association, Inc. Second Amendment to Traffic Signal Maintenance Covenant.

District 1 Bob Dallari

Melonie C. Barrington

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**BACKGROUND:**

In 2005, Seminole County entered into a Traffic Signal Maintenance Covenant with Aloma Square Owners' Association Inc. and Loma Vista Property Owners' Association, Inc. for new traffic signals at the intersection of SR-426 (Aloma Avenue) and Via Loma Place/Loma Vista Place for the development of a new subdivision. This Agreement required Aloma Square Owners' Association, Inc. and Loma Vista Property Owners' Association, Inc. to pay 100% maintenance and power cost for the traffic signal at this location.

On September 5, 2008, Seminole County entered into a Purchase Agreement Fee Simple with Aloma Square, LLC for the purchase of property required for construction of Fire Station #29 on Via Loma Place. The legal description of the property is as follows

LOTS 2 AND 3, ALOMA SQUARE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGES 45 AND 46, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

PARCEL I.D. NUMBERS: 31-21-31-515-0000-0020 (lot 2)  
32-21-31-515-0000-0030 (lot 3)

In the Purchase Agreement, Section III (h), the County agreed to pay for fifty percent (50%) of the continuing costs of the traffic signal located at SR-426 and Via Loma Drive/Loma Vista Place, including the maintenance and electric costs. The County agreed to pay for any future billing occurring after September 5, 2008, the effective date of the Purchase Agreement.

The Second Amendment to the Traffic Signal Maintenance Covenant reflects the County's continuing responsibility for fifty percent (50%) maintenance and power costs as identified in the September 5, 2008, Purchase Agreement.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute the Second Amendment to the Traffic Signal Maintenance Covenant. Between Seminole County, Aloma Square Owners' Association, Inc., and Loma Vista Property Owners' Association, Inc.

**ATTACHMENTS:**

1. Aloma Square Second Amendment to Traffic Signal Maintenance Covenant
2. Aloma Square Purchase Agreement
3. Aloma Square Amendment to Traffic Signal Maintenance Covenant
4. Aloma Square Traffic Signal Maintenance Covenant

**Additionally Reviewed By:**

☒ County Attorney Review ( Susan Dietrich )

**SEMINOLE COUNTY / ALOMA SQUARE OWNERS' ASSOCIATION, INC. /  
LOMA VISTA PROPERTY OWNERS' ASSOCIATION INC.  
SECOND AMENDMENT TO TRAFFIC SIGNAL MAINTENANCE COVENANT**

**THIS SECOND AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, and is to that certain Covenant made and entered into on the 15<sup>th</sup> day of November, 2005, as amended on July 6, 2007, between **ALOMA SQUARE OWNERS' ASSOCIATION, INC.**, a Florida non-profit corporation, whose mailing address is 5405 Diplomat Circle, Suite 100, Orlando, Florida 32810, hereinafter referred to as "ALOMA SQUARE OWNERS"; **LOMA VISTA PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida non-profit corporation, whose address is 5405 Diplomat Circle, Suite 100, Orlando, Florida 32810, hereinafter referred to as "LOMA VISTA OWNERS", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, ALOMA SQUARE OWNERS, LOMA VISTA OWNERS and COUNTY entered into the above referenced Covenant on November 15, 2005, as amended July 6, 2007, to set forth the terms and conditions for the COUNTY to provide continuing maintenance of a traffic signal, hereinafter referred to as the "Traffic Signal", located at the entrance of the intersection of S.R. 426 (Aloma Avenue) and Via Loma Drive in order to facilitate traffic engineering and the safe and efficient flow of traffic in Seminole County, Florida; and

**WHEREAS**, the parties desire to amend the Covenant so as to revise the existing payment obligations and responsibilities of the parties and

to further enable the parties to continue to enjoy the mutual benefits it provides; and

**WHEREAS**, Section 9 of the Covenant provides that any amendments to the provisions of this Covenant shall be valid only when expressed in writing and duly signed by the parties,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Covenant as follows:

1. Section 1 of the Covenant is amended to read:

**Section 1. Responsibilities of the COUNTY.**

(a) Maintenance Service. The COUNTY will provide maintenance service for the Traffic Signal owned or partially owned by the ALOMA SQUARE OWNERS and the LOMA VISTA OWNERS that has been agreed to by the COUNTY through its County Traffic Engineer. A specific listing of the Traffic Signal within the scope of this Covenant is contained in Exhibit "A-1", attached hereto and incorporated herein by reference. The COUNTY will maintain the Traffic Signal to the extent of the COUNTY's capabilities (in terms of ordinary maintenance and repair). The COUNTY will charge the LOMA VISTA OWNERS an Annual Maintenance Fee comprising one-half (1/2) of the Annual Maintenance Fee for the Traffic Signal. This provision shall be effective for Annual Maintenance Fees incurred on or after September 16, 2008. Further, the COUNTY shall seek additional compensation from the LOMA VISTA OWNERS for costs, if any, the COUNTY incurs in connection with the Traffic Signal above and beyond normal routine maintenance, to include, but not be limited to: mast arms, controller and/or cabinet replacement, emergency preemption

(Opticom) equipment and video and loop detection equipment. These additional costs will not exceed the actual cost to the COUNTY. However, the COUNTY shall not seek compensation from either the ALOMA SQUARE OWNERS or the LOMA VISTA OWNERS for costs associated with the construction operation, or maintenance of the Traffic Signal set forth in Exhibit "A-1" which are attributable to the emergency operation of said Traffic Signal by the COUNTY's fire station to be located on Lots 2 and 3 of the Aloma Square Planned Unit Development.

\* \* \* \* \*

2. Section 2 of the Covenant is amended to read:

**Section 2. Responsibilities of the OWNERS.**

(a) Payment. The LOMA VISTA OWNERS agree to pay an Annual Maintenance Fee for the services provided by the COUNTY pursuant to Section 1 (a) of this Covenant. Further, the LOMA VISTA OWNERS shall reimburse the COUNTY for any costs the COUNTY incurs above and beyond normal routine maintenance as described in Section 1 (a) of this Covenant. The LOMA VISTA OWNERS and the COUNTY shall each be responsible for one-half (1/2) of the full cost of power required to operate the Traffic Signal located at the intersection of State Road 426 (Aloma Avenue) and Via Loma Drive, said provision to be effective for power costs incurred on or after September 16, 2008. The COUNTY shall send requests for payment of the power costs for the Traffic Signal set forth in Exhibit "A-1" to the LOMA VISTA OWNERS on a quarterly basis.

\* \* \* \* \*

3. Section 3 of the Covenant is amended to read:

**Section 3. Calculation of Charges.**

(a) Normal Routine Maintenance. The parties agree that the LOMA VISTA OWNERS shall pay COUNTY one-half (1/2) of an Annual Maintenance Fee for normal routine maintenance services.

(b) Annual Maintenance Fee Calculation.

(1) The parties agree that the Annual Maintenance Fee shall be based on the following: the calculated total costs to maintain all of the traffic signals in the County as documented and tracked by the computerized work management system (Maintstar) will be divided by the total number of traffic signals in the County to arrive at an average per traffic signal cost. One-half (1/2) of this average cost will be the fee charged to the LOMA VISTA OWNERS and shall be calculated each year, based on actual cost averages from the previous year. An amount equal to ten percent (10%) of the full signal maintenance cost calculated above shall be added to the amount otherwise arrived at to determine the amount to be paid by the LOMA VISTA OWNERS to cover risks and other administrative obligations assumed by the COUNTY in maintaining traffic signals.

(2) From the effective date of this Covenant, until changed, pursuant to the criteria herein, the Annual Maintenance Fee for the Traffic Signal within the scope of this Covenant shall be as set forth in Exhibit "A-1" herein, and shall be increased or decreased from time to time pursuant to the terms of this Covenant at the request of the County Traffic Engineer with written notice to the LOMA VISTA OWNERS and ALOMA SQUARE OWNERS.

4. Section 7 of the Covenant is amended to read:

**Section 7. Notices.** Whenever any party desires to give notice unto the other parties or wishes to give notice of any changes of who shall be entitled to receive notice on behalf of a party or of a change as to where notice should be sent, such notice may be sent to:

**For COUNTY:**

Seminole County Traffic Engineer  
Department of Public Works  
Seminole County  
140 Bush Boulevard  
Sanford, Florida 32773

**For ALOMA SQUARE OWNERS:**

Aloma Square Owners' Association, Inc.  
c/o Mark A. Clayton, President  
5405 Diplomat Circle, Suite 100  
Orlando, Florida 32810

**For LOMA VISTA OWNERS:**

Loma Vista Property Owners' Association, Inc.  
c/o Mark A. Clayton, President  
5405 Diplomat Circle, Suite 100  
Orlando, Florida 32810

5. Substitution. Exhibit "B" of the Agreement is deleted and Exhibit "B-1" hereto is substituted therefor.

6. Except as herein modified, all terms and conditions of the Covenant shall remain in full force and effect for the term of this Covenant, as originally set forth in said Covenant.

*[Balance of this page intentionally blank; signatory page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST.

  
LINDA S. DODGE, Secretary

(Corporate Seal)

ALOMA SQUARE OWNERS' ASSOCIATION, INC.

By:   
MARK A. CLAYTON, President/Director

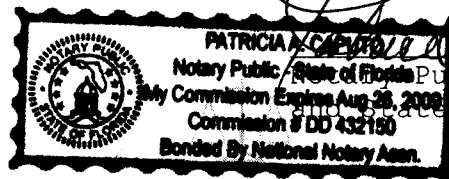
Date: 8/24/2009

STATE OF FLORIDA )

COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of AUGUST, 2009, by MARK A. CLAYTON and LINDA S. DODGE, as President/Director and Secretary, respectively, of Aloma Square Owners' Association, Inc., a Florida non profit corporation, who are personally known to me or who have produced \_\_\_\_\_ as identification. They have acknowledged before me that they have executed the foregoing instrument as such managing members, in the name and on behalf of Aloma Square Owners' Association, Inc.

[NOTARY SEAL]



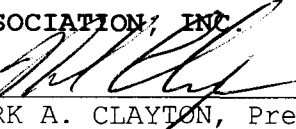
Public in and for the County  
aforementioned

ATTEST.

  
LINDA S. DODGE, Secretary

(Corporate Seal)

LOMA VISTA PROPERTY OWNERS'  
ASSOCIATION, INC.

By:   
MARK A. CLAYTON, President/Director

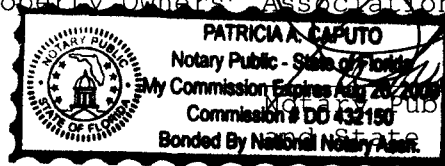
Date: 8/24/2009

STATE OF FLORIDA )

COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of AUGUST, 2009, by MARK A. CLAYTON and LINDA S. DODGE, as President/Director and Secretary, respectively, of Loma Vista Property Owners' Association, Inc., a Florida non profit corporation, who are personally known to me or who have produced \_\_\_\_\_ as identification. They have acknowledged before me that they have executed the foregoing instrument as such managing members in the name and on behalf of Loma Vista Property Owners' Association, Inc.

[NOTARY SEAL]



Public in and for the County  
aforementioned



ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

By: \_\_\_\_\_  
BOB DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.  
Approved as to form and  
legal sufficiency.

As authorized for execution by the Board  
of County Commissioners at its \_\_\_\_\_,  
2009, regular meeting.

\_\_\_\_\_  
County Attorney

SED/dre  
04/29/09 8/4/09 8/7/09  
Attachments:

Exhibit "A-1" - Traffic Signal Inventory List

Exhibit "B-1" - Legal Description

P:\Users\Dedge\My Documents\Agt\Second Amended Traffic Signal Maintenance Covenant-Aloma Square.Doc



**EXHIBIT "A-1"**

**SEMINOLE COUNTY - ALOMA SQUARE OWNERS ASSOCIATION, INC. / LOMA VISTA  
PROPERTY OWNERS ASSOCIATION, INC.  
SECOND AMENDMENT TO TRAFFIC SIGNAL MAINTENANCE COVENANT**

The traffic signal(s) covered by this AGREEMENT are located at the following intersections:

1. SR 426 Aloma Avenue / Via Loma Drive

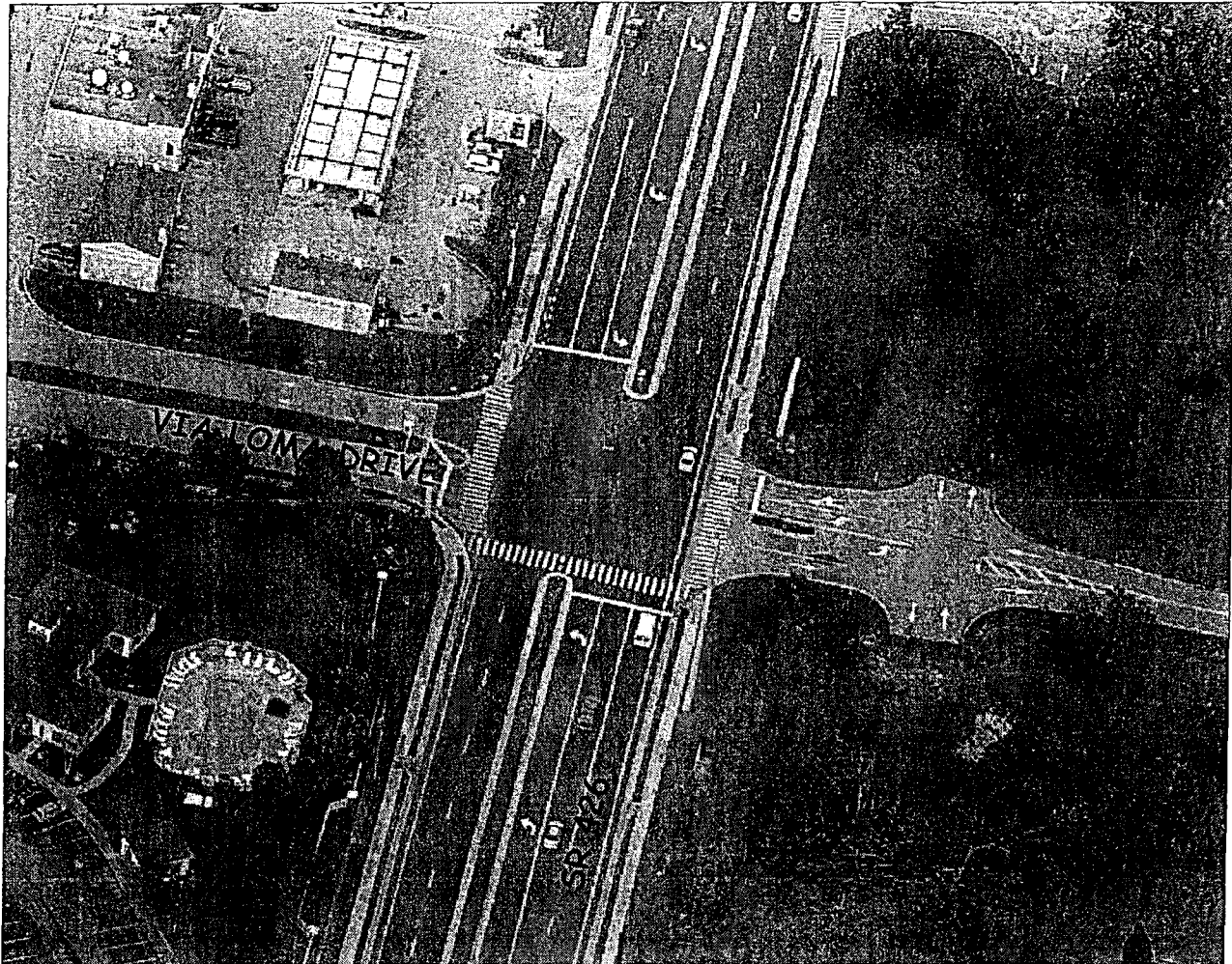
**VARIABLE CHARGES FOR MAINTENANCE OF TRAFFIC SIGNALS**

The following charges for the Annual Maintenance Fee under Section 1 of this Agreement shall be as follows, subject to being increased by the County Traffic Engineer pursuant to the terms of this agreement:

1. The Annual Maintenance Fee for signal maintenance within the scope of this AGREEMENT and to be invoiced annually shall be one-half (1/2) of the cost on or after September 16, 2008.

Cost: \$3,916.00 per signal

SR 426/Via Loma Drive  
Exhibit "B-1"



SECTION 31 TWP 21 RANGE 31

LEGAL DESCRIPTION

TRACT E LOMA VISTA PB 59 PAGES 27 TO 30

TRACT E ALOMA SQUARE PB 66 PAGES 45 & 46



SR 426  
Via Loma Drive

Traffic Signal Maintenance  
Agreement

Seminole County Traffic Engineering  
140 Bush Loop  
Sanford, Florida 32773  
Phone (407) 665-5677  
FAX (407) 665-5623

February 2009

**PURCHASE AGREEMENT  
FEE SIMPLE**

STATE OF FLORIDA           )  
COUNTY OF SEMINOLE       )

THIS AGREEMENT is made and entered into this 5<sup>th</sup> day of September, 2008, by and between **ALOMA SQUARE, LLC**, whose address is 1065 Maitland Center Commons Boulevard, Maitland, Florida 32751, hereinafter referred to as "OWNER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

**W I T N E S S E T H:**

**WHEREAS**, the COUNTY desires the hereinafter described property for construction of a new fire station in Seminole County;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, OWNER hereby agrees to sell and COUNTY hereby agrees to buy the following property upon the following terms and conditions:

**I.     LEGAL DESCRIPTION.**



**LOTS 2 AND 3, ALOMA SQUARE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 66, PAGES 45 AND 46, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.**

**Parcel I. D. Numbers: 31-21-31-515-0000-0020 (Lot 2)  
32-21-31-515-0000-0030 (Lot 3)**

**II.    PURCHASE PRICE.**

(a) OWNER agrees to sell and convey the above described property of the above referenced project by General Warranty Deed, subject to easements and restrictions of record (except those to which COUNTY, as a governmental entity, is not subject) but free of liens and encumbrances, unto COUNTY for the sum of ONE MILLION FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,450,000.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever.

(b) COUNTY shall be responsible for all closing costs except for those as indicated in (c) below.

(c) Subject to COUNTY's acceptance and approval of the terms and conditions of the Purchase Agreement. OWNER shall be responsible for OWNER's own attorney's fees and for the cost of the Title Insurance

Policy on the property to be issued to the COUNTY, which Premiums on the Title Policy shall not exceed the promulgated rate. The Title Insurance Policy shall be obtained from a title insurance company of the COUNTY's choice.

(d) The Parties covenant that there are no outside commissions due any licensed real estate broker with regard to the purchase and sale of this property.

### III. CONDITIONS.

(a) This Purchase Agreement shall be submitted for approval to the Seminole County Board of County Commissioners at the first meeting to be held in the month of September 2008, and a signed Purchase Agreement shall be delivered to OWNER within a reasonable amount of time following said meeting, it being understood that timely acceptance is a condition of this Purchase Agreement. The Parties agree to use their best efforts to close on or before October 16, 2008, but in any event not later than November 14, 2008; provided, however, the parties agree to not schedule the closing between October 17, 2008 and November 4, 2008.

(b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing of this Agreement. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. From and after the Effective Date hereof, OWNER will not cause, permit, suffer or allow any substantial and material change, modification or alteration to be made to the Property, or any part or portion thereof, or to its physical condition without the prior written consent of COUNTY.

(c) OWNER warrants that there are no facts known to OWNER materially affecting the value of the properties which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(d) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a general warranty deed, also include the covenant of further assurances.

(e) The OWNER shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.

(f) The COUNTY warrants that the property purchased pursuant to this Agreement shall be used solely for the construction of a fire station and its attendant support facilities. The COUNTY further agrees that any facilities constructed on the site shall be constructed pursuant to all applicable State laws and County ordinances, including the Seminole County Building Code.

(g) The COUNTY desires to have a soil report prepared for the property, at the COUNTY's sole cost, and has agreed to provide a copy of that report to the OWNER in a timely manner. This agreement is subject to the condition that such soil report does not conclude that the Property would not support the construction of a fire station absent the expenditure of extraordinary development costs by the County.

(h) As consideration for full release from payment of any dues or assessments that are due or may become due to the Aloma Square Owner's Association, Inc., the COUNTY agrees to use its best efforts to obtain permanent "full cycle" operational status, subject to Fire Department temporary emergency override, for the traffic light located at the intersection of Aloma Avenue (SR 426) and Via Loma Drive. The COUNTY further agrees to assume any costs associated with the construction and installation of said traffic light and for the operation of the temporary emergency override for the traffic light. For all other continuing costs for said light, including maintenance and electric costs, the COUNTY shall be responsible for fifty percent (50%), effective for any future billing occurring after the effective date of this Agreement.

(i) The COUNTY shall be sole responsible for all COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(j) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY that would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(k) The OWNER has advised COUNTY and COUNTY acknowledges having been advised by OWNER that OWNER intends for this transaction to qualify as a Bargain Sale pursuant to the Internal Revenue Code. Accordingly, the parties agree that the terms set forth in Addendum "A" attached hereto are made a part of this Purchase Agreement.

#### **IV. EFFECTIVE DATE.**

The Parties agree that the Agreement shall be effective on the day both parties have agreed to the terms as evidenced by execution by the OWNER and approval by the Seminole County Board of County Commissioners. The terms of this Agreement shall not be binding on either party until this Agreement is approved by the COUNTY and COUNTY delivers a signed Agreement to OWNER.

#### **V. NOTICES.**

Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when

received, if delivered by hand delivery, or when transmitted by telecopier, or deposited in the United States Post Office, registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

**If to Seller:**

Aloma Square, LLC  
Attn: W. Malcolm Clayton  
C/O Claytons Realty  
5405 Diplomat Circle, Suite 100  
Orlando, FL 32810  
Telephone: (407) 644-6200  
Facsimile: (407) 644-8646

**With a Copy to:**

Kenneth M. Clayton, Esquire  
Clayton & McCulloh  
1065 Maitland Center Commons Boulevard  
Maitland, FL 32751  
Telephone: (407) 875-2655  
Facsimile: (407) 875-3363

**If to Purchaser:**

Director, Administrative Services Department  
200 W. County Home Road  
Sanford, FL 32773  
Telephone: (407) 665-5251  
Facsimile: (407) 665-5255

**VII. TIME OF THE ESSENCE.** Time shall in all respects be of the essence of this Agreement. In the event of a written agreement of extension, time shall continue to be of the essence.

**VIII. GOVERNING LAW.** This Purchase Agreement shall be governed and construed in accordance with the Laws of the State of Florida. The parties agree that venue for any action to enforce the terms of this Agreement shall be Seminole County, Florida.

**IX. ENTIRE AGREEMENT.** This Purchase Agreement will constitute the entire agreement between the COUNTY and the OWNER with respect to the subject matter hereof and supersedes all other agreements, contracts and understandings, whether oral or in writing. This Purchase Agreement may only be changed by a written agreement executed by the COUNTY and the OWNER hereto. This Purchase Agreement shall inure to the benefit of the COUNTY and the OWNER, and their respective heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date first above written.

WITNESSES:

Judy D. Owen  
SIGNATURE

Judy D. Owen  
PRINT NAME

Jennifer L. McKinney  
SIGNATURE

Jennifer L. McKinney  
PRINT NAME

PROPERTY OWNER: ALOMA SQUARE, LLC

BY: Clayton Investments, Ltd.  
Its Sole Member

BY: WMC Management, Ltd.  
Its Sole General Partner

BY: Kenneth M. Clayton  
Kenneth M. Clayton, Member

ATTEST:

By Maryanne Morse  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA  
By: Brenda Carey  
BRENDA CAREY, Chairman

Date: 9/16/08

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

Matthew A. Minter  
County Attorney

As authorized for execution  
by the Board of County Commissioners  
at their 9/9, 2008  
regular meeting.

mgm:  
9-3-08  
MGM\Fire\_Station\_Acq\_AlomaSquare\_September08.doc



AMENDMENT TO TRAFFIC SIGNAL MAINTENANCE COVENANT

THIS AMENDMENT is made and entered into this 6 day of July, 2007, and is to that certain Covenant made and entered into on the 15<sup>th</sup> day of November, 2005, between **ALOMA SQUARE OWNERS' ASSOCIATION, INC.**, a Florida non-profit corporation, whose mailing address is 5405 Diplomat Circle, Suite 100, Orlando, Florida 32810; **LOMA VISTA PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida non-profit corporation, whose address is 5405 Diplomat Circle, Suite 100, Orlando, Florida 32810, hereinafter collectively referred to as "OWNERS," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the OWNERS and COUNTY entered into the above referenced Covenant on November 15, 2005, to set forth the terms and conditions for the COUNTY to provide continuing maintenance of traffic signals located at the entrance of the intersection of S.R. 426 (Aloma Avenue) and Via Loma Place/Loma Vista Place to facilitate traffic engineering and the safe and efficient flow of traffic in Seminole County, Florida; and

**WHEREAS**, the parties desire to amend the Covenant so as to enable both parties to continue to enjoy the mutual benefits it provides; and

**WHEREAS**, Section 9 of the Covenant provides that any amendments to the provisions of this Covenant shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Covenant as follows:

1. Section 1 of the Covenant is amended to read:

**Section 1. Responsibilities of the COUNTY.**

(a) Maintenance Service. The COUNTY will provide maintenance service for all traffic signals owned or partially owned by the OWNERS that have been agreed to by the COUNTY through its County Traffic Engineer. A specific listing of said traffic signals within the scope of this Covenant is contained in Exhibit "A", attached hereto and incorporated herein by reference, and hereinafter referred to as the "Traffic Signals". The COUNTY will maintain the Traffic Signals to the extent of the COUNTY's capabilities (in terms of ordinary maintenance and repair) and will charge the OWNERS an Annual Maintenance Fee for said services. Further, the COUNTY shall seek additional compensation from the OWNERS for costs it incurs above and beyond normal routine maintenance, to include, but not be limited to: mast arms, controller and/or cabinet replacement, emergency preemption (Opticom) equipment and video and loop detection equipment. These additional costs will not exceed the actual cost to the COUNTY.

(b) Changes to Inventory of Traffic Signals Subject to this Covenant. The parties agree that the County Traffic Engineer, within his/her discretion, may acknowledge additions of new signals or subtractions of signals to/from the inventory of Traffic Signals subject to this Covenant as contained in Exhibit "A". As such, the OWNERS may request that a traffic signal be added to or subtracted from this

Covenant by making such request in writing directly to the County Traffic Engineer at the address listed in Section 6 of this Covenant. Such acceptance of responsibility for the maintenance of a new traffic signal or for the removal of a traffic signal from the inventory of Traffic Signals as contained in Exhibit "A" will not be effective until the OWNERS receive a written notification of such acceptance of addition or removal from the County Traffic Engineer. The OWNERS and COUNTY agree that the provisions of this Covenant including, but not limited to, provisions regarding maintenance and costs, will be applicable to traffic signals added to or removed from the inventory of Traffic Signals subject to this Covenant.

(c) Maintenance Standards. The Traffic Signals will be maintained in accordance with the most current Manual of Uniform Traffic Control Devices promulgated by the State of Florida Department of Transportation pursuant to Section 316.0745, Florida Statutes.

(d) Request for Payment. The COUNTY agrees to send requests for payment of its Annual Maintenance Fee as calculated in Section 3 hereof on a yearly basis. Requests for payment of any additional charges as outlined in section (a), above, which exceed those in Section 3 hereof shall be billed as incurred.

2. Section 2 of the Covenant is amended to read:

**Section 2. Responsibilities of the OWNERS.**

(a) Payment. The OWNERS agree to pay an Annual Maintenance Fee for the services provided by the COUNTY pursuant to this Covenant, Section 1 (a). Further, the OWNERS shall reimburse the COUNTY for any costs the COUNTY incurs above and beyond normal routine maintenance as

described in Section 1 (a) of this Covenant. The OWNERS also agree to be responsible for the full cost of power required to operate the traffic signals and shall make payment directly to the appropriate power company.

(b) Time. The OWNERS agree to remit payment for each invoice rendered hereunder by COUNTY within thirty (30) days of receipt of the COUNTY's request for payment.

(c) Notice to Successors, Grantees and Assigns. OWNERS shall give the COUNTY contemporaneous notice of any transfer of fee title for properties served by the Traffic Signals. OWNERS shall give its successors, grantees and assigns written notice of this Covenant, which shall also be executed in form adequate for recording in the Official Public Records of Seminole County, Florida, and shall become a covenant running with the land, described more particularly herein as:

"SEE ATTACHED EXHIBIT "B"

3. Section 3 of the Covenant is amended to read:

**Section 3. Calculation of Charges.**

(a) Normal Routine Maintenance. Both parties agree that the OWNERS shall pay COUNTY a flat Annual Maintenance Fee for normal routine maintenance services.

(b) Annual Maintenance Fee Calculation.

(1) Both parties agree that the Annual Maintenance Fee shall be based on the following: the calculated total costs to maintain all of the signals in the County as documented and tracked by the computerized work management system (Maintstar) will be divided by the total number of signals in the County to arrive at an average per

intersection cost. This average cost will be the fee charged to the OWNERS and shall be calculated each year, based on actual cost averages from the previous year. An amount equal to ten percent (10%) of the full signal maintenance cost calculated above shall be added to the amount otherwise arrived at to determine the amount to be paid by the OWNERS to cover risks and other administrative obligations assumed by the COUNTY in maintaining traffic signals.

(2) From the effective date of this Covenant, until changed, pursuant to the criteria herein, the Annual Maintenance Fee for each signal within the scope of this Covenant shall be as set forth in Exhibit "A" herein, and shall be increased or decreased from time to time at the request of the County Traffic Engineer with written notice to the OWNERS.

4. Section 7 of the Covenant is amended to read:

**Section 7. Notices.** Whenever either party desires to give notice unto the other, notice may be sent to:

**For COUNTY:**

Seminole County Traffic Engineer  
Department of Public Works  
Seminole County  
140 Bush Boulevard  
Sanford, Florida 32773

**For OWNERS:**

Aloma Square Owners' Association, Inc.  
c/o Mr. W. Malcolm Clayton  
5405 Diplomat Circle, Suite 100  
Orlando, Florida 32801

And to:

Loma Vista Property Owners' Association, Inc.  
c/o Mr. W. Malcolm Clayton  
5405 Diplomat Circle, Suite 100  
Orlando, Florida 32801

5. Section 11 of the Covenant is amended to read:

**Section 11. Governing Law.** The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Covenant. Jurisdiction and venue for any civil legal action in connection herewith shall lie only in the Eighteenth Judicial Circuit Court of the State of Florida, in and for Seminole County and for Federal legal actions, jurisdiction and venue shall be in the United States District Court, Middle District of Florida, Orlando Division.

6. Section 12 of the Covenant is amended to read:

**Section 12. Parties Bound.** This Covenant is binding upon and shall inure to the benefit of the heirs, successors, personal representatives and assigns of the parties hereto and shall constitute a covenant running with the land.

7. Section 13 of the Covenant is amended to read:

**Section 13. Conflict of Interest.**

(a) The OWNERS agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Covenant with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The OWNERS hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5% of the total assets or capital stock) either directly or indirectly, in the OWNERS, and that no such person shall have any interest during the term of this Covenant.

(c) The OWNERS shall have the continuing duty to report to the COUNTY any information that indicates a possible violation of this Section.

8. Except as herein modified, all terms and conditions of the Covenant shall remain in full force and effect for the term of this Covenant, as originally set forth in said Covenant.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

  
LINDA S. DODGE, Secretary

(Corporate Seal)

ALOMA SQUARE OWNERS' ASSOCIATION, INC.

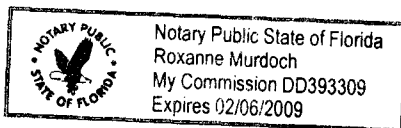
By:   
W. MALCOLM CLAYTON, President/Director


Date: 2/28/2007

STATE OF Florida )

COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2007, by W. MALCOLM CLAYTON and LINDA S. DODGE, as President/Director and Secretary, respectively, of Aloma Square Owners' Association, Inc., a Florida non profit corporation, who are personally known to me or who have produced \_\_\_\_\_ as identification. They have acknowledged before me that they have executed the foregoing instrument as such managing members in the name and on behalf of Aloma Square Owners' Association, Inc.



  
Print Name ROXANNE MURDOCH  
Notary Public in and for the County  
And State aforementioned  
My commission expires: 2-6-2009

ATTEST:

LOMA VISTA PROPERTY OWNERS'  
ASSOCIATION, INC.

  
LINDA S. DODGE, Secretary

By:   
W. MALCOLM CLAYTON, President/Director

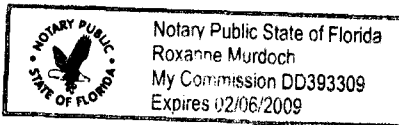
(Corporate Seal)

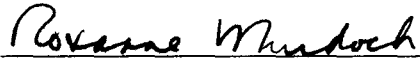
Date: 2/28/2007

STATE OF FLORIDA )

COUNTY OF ORANGE )

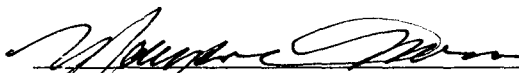
The foregoing instrument was acknowledged before me this 28th day of February, 2007, by W. MALCOLM CLAYTON and LINDA S. DODGE, as President/Director and Secretary, respectively, of Loma Vista Property Owners' Association, Inc., a Florida non profit corporation, who are personally known to me or who have produced as identification. They have acknowledged before me that they have executed the foregoing instrument as such managing members in the name and on behalf of Loma Vista Property Owners' Association, Inc.

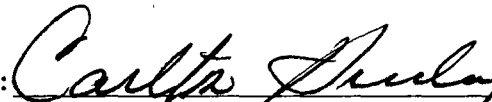


  
Print Name ROXANNE MURDOCH  
Notary Public in and for the County  
And State aforementioned  
My commission expires: 2-6-2009

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

  
MARIANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

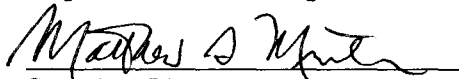
By:   
CARLTON HENLEY, Chairman

Date: 7-6-07

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board  
of County Commissioners at its June 26,  
2007, regular meeting.

Approved as to form and  
legal sufficiency.

  
County Attorney  
SED/lpk  
11/28/06

P:\Users\Kennedy\My Documents\Public Works\Amended Traffic Signal Maintenance Covenant-Aloma Square.doc

Attachments:

Exhibit "A" - Traffic Signal Inventory List

Exhibit "B" - Legal Description



MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, CFN 2006016334 BK 06102 PGS 0607-0622 REC'D 01/31/2006 02:08:08 PM REC'D BY J Ecker

# **TRAFFIC SIGNAL MAINTENANCE COVENANT**

**THIS COVENANT**, made this 15 day of Nov., 2005, by and among ALOMA SQUARE OWNERS' ASSOCIATION, INC., a Florida non profit corporation whose address is 5405 Diplomat Circle, Suite 100, Orlando, Florida 32810, (hereinafter referred to as the "ALOMA"); LOMA VISTA PROPERTY OWNERS' ASSOCIATION, INC., a Florida non profit corporation whose address is 5405 Diplomat Circle, Suite 100, Orlando, Florida 32810, (hereinafter referred to as the "LOMA VISTA," and with ALOMA collectively referred to as the "OWNERS"); and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY."

## **WITNESSETH:**

**WHEREAS**, *Chapter 125, Florida Statutes*, grants counties broad home rule powers to perform acts in the public interest; and

**WHEREAS**, the OWNERS will need continuing maintenance of new traffic signals at the intersection of SR 426 (Aloma Avenue) and Via Loma Place/Loma Vista Place for the development of a new subdivision; and

**WHEREAS**, the OWNERS and the COUNTY recognize that there is a need to develop a coordinated effort for the repair of traffic signals in order to facilitate traffic engineering and the safe and efficient flow of traffic in Seminole County; and

**WHEREAS**, the OWNERS and the COUNTY desire to enter into a mutually beneficial relationship whereby the COUNTY will maintain on a cost basis one or more traffic signals installed by the COUNTY for the account of the OWNERS at said

RETURN TO SANDY MCCANN

intersection, for which the OWNERS will retain financial responsibility for necessary electrical power and continuing maintenance.

**NOW, THEREFORE,** in consideration of the mutual promises herein contained, it is hereby agreed as follows:

**SECTION 1. RESPONSIBILITIES OF THE COUNTY.**

(a) Maintenance Service. The COUNTY shall provide maintenance service for one or more traffic signal(s). A specific listing of the traffic signal(s) (hereinafter referred to as the "Traffic Signals") within the scope of this Covenant is contained in Exhibit "A," attached hereto and incorporated herein by reference. For the purpose of this agreement, Traffic Signals includes, but is not limited to, traffic signals, traffic warning signals, school flashers or warning flashers, variable message signs, and pedestrian signals. The COUNTY will maintain the Traffic Signals to the extent of the COUNTY's capability in terms of ordinary repair and availability of parts. If major damage occurs to the signal controller of any of the Traffic Signals and such damage is beyond the COUNTY's ordinary ability to repair, it may be necessary to either:

- (1) Remove the controller and place the signal in temporary flashing mode until the said controller can be repaired elsewhere; or
- (2) Replace the controller with a back-up unit.

In the event the said controller needs to be repaired elsewhere or replaced, OWNERS agree to reimburse the COUNTY for all reasonable costs, as hereinafter defined, of such major repair or replacement.

(b) Maintenance Standards. The Traffic Signals will be maintained in accordance with the most current repair manual promulgated by the Florida Department of Transportation pursuant to *Section 316.0745, Florida Statutes*.

(c) Request for Payment. The COUNTY agrees to send invoices for all charges relating to the Service Component (see Section 3 hereof) at least two (2) times per year, in April and September. Charges relating to the Electronic Component as calculated in Section 3 hereof may be invoiced on a quarterly basis or as the COUNTY incurs these expenses. The COUNTY may send each of the OWNERS an invoice for the entire amount due with a reference to the OWNERS' agreed upon allocation of costs as set forth in Section 2(a). Failure to observe these schedules or formats will not invalidate any request. The foregoing provisions regarding invoicing shall not in any way impair OWNERS' joint and several liability to COUNTY for the entire amount due.

## **SECTION 2. RESPONSIBILITIES OF THE OWNER.**

(a) Payment. The OWNERS agree to pay for the goods and services provided by the COUNTY pursuant to this Covenant on a materials cost (herein referred to as "Electronic Component") and service cost (herein referred to as "Service Component") basis. The OWNERS agree to pay for the full cost of Electrical Power required to operate said Traffic Signals and to be billed by, and make payment directly to, the appropriate power company. The OWNERS agree to be held jointly and severally liable to the COUNTY for the entire amount of all said costs due under this Agreement. The OWNERS agree with each other to allocate the entire amount due of all said costs between themselves by contributing the following percentages: fifty percent (50%) by ALOMA and fifty percent (50%) by LOMA VISTA. If one of the OWNERS fails to pay their allocated

portion of the entire amount due of all said costs, whichever of the OWNERS that actually makes a payment to the COUNTY shall have the right to pursue contribution, damages and/or specific performance, as applicable, from the other of the OWNERS. The foregoing provisions for contribution, damages, specific performance, and allocation of the entire amount of all said costs shall not in any way impair OWNERS' joint and several liability to the COUNTY for the entire amount due.

(b) Time. The OWNERS agree to pay each invoice rendered hereunder by the COUNTY within thirty (30) days of a request for payment, time being of the essence. If ALOMA fails to pay any invoice in a timely manner, the COUNTY may thereupon invoice all unpaid amounts to LOMA VISTA (or its successors, grantees or assigns), whereupon LOMA VISTA shall forthwith pay the entire amount within thirty (30) days of a request for payment, time being of the essence. LOMA VISTA may seek such contribution, damages, and/or specific performance, as applicable from ALOMA (or its successors, grantees or assigns), as is provided by this Agreement. If LOMA VISTA fails to pay any invoice in a timely manner, the COUNTY may thereupon invoice all unpaid amounts to ALOMA (or its successors, grantees or assigns), whereupon ALOMA shall forthwith pay the entire amount within thirty (30) days of a request for payment, time being of the essence. ALOMA may seek such contribution, damages, and/or specific performance, as applicable from LOMA VISTA (or its successors, grantees or assigns), as is provided by this Agreement.

(c) Notice to Successors, Grantees and Assigns. OWNERS shall give the COUNTY contemporaneous notice of any transfer of fee title in its properties served by the Traffic Signals. OWNERS shall give its successors, grantees and assigns written notice of

this Covenant, which shall also be executed in form adequate for recording in the public land records of Seminole County and shall become a covenant running with the land, described more particularly herein as:

SEE ATTACHED COMPOSITE EXHIBIT "B"

### **SECTION 3. CALCULATION OF CHARGES.**

(a) Service Component. The OWNERS shall pay the COUNTY a flat routine maintenance charge as the Service Component, which is calculated by the County Traffic Engineer from the average County-wide annual actual cost of traffic signal maintenance services provided by the COUNTY, for both COUNTY-owned signals and those not owned by the COUNTY. The charge for the Service Component may fluctuate upward on an annual basis depending on recalculation of reasonable average costs. The Service Component charge for the initial year of this Covenant and for each year thereafter shall be as set forth in Exhibit "A" until the foregoing average actual cost of maintenance is recalculated by the County Traffic Engineer and written notice, such as an invoice, is given to OWNERS.

(b) Electronic Component. The COUNTY will submit charges or invoices to the OWNERS for the repair and replacement of the Electronic Components, separately from the Service Component. The Electronic Components shall, without limitation, include the controller, conflict monitor, loop detectors, opticom controller and detectors, and any Priority Preemption System equipment.

**SECTION 4. TERM.** This Covenant shall take effect upon execution by the COUNTY (the OWNERS having signed first) and shall remain in force perpetually unless terminated as provided herein.

## **SECTION 5. DEFAULT AND COUNTY'S REMEDIES.**

(a) It shall be a default if either of the OWNERS fails to make any payment of costs due under this Agreement or any other sums to the COUNTY when due and does not cure such default within thirty (30) days after written notice thereof; or if any of the OWNERS fails in the performance of any other covenant or condition of this Agreement and does not cure such other default within thirty (30) days after written notice from the COUNTY specifying the default complained of unless, however, the nature of the default is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days, in which case said OWNERS shall have such time as is reasonably necessary to remedy the default provided that said OWNERS promptly takes and diligently pursues such actions as are necessary.

(b) In the event of a default by any of the OWNERS, the COUNTY shall have the right, at its option, in addition to and not exclusive of any other remedy the COUNTY may have by operation of law, without any further demand or notice, to terminate this Agreement in which event the OWNERS shall immediately pay the COUNTY a sum of money equal to the total of (1) the amount of the unpaid costs per this Agreement accrued through the date of termination; and (2) any other amount necessary to compensate the COUNTY for all costs, damages, expenses, fees, charges, or detriment proximately caused by the OWNERS' failure to perform its obligations under the Agreement.

(c) If suit shall be brought by the COUNTY for the recovery of any costs due under this Agreement or any other amount due under the provisions of this Agreement, or because of the breach of any other covenant, each and any of the OWNERS shall

pay to the COUNTY any and all expenses incurred therefor, including, but not limited to, reasonable attorney fees. If COUNTY is represented by the County Attorney's Office, then the COUNTY may recover fees based upon prevailing market rates in private practice, irrespective of actual salaries paid by the COUNTY.

**SECTION 6. TERMINATION OF THE COVENANT.** Without impairing its right to receive OWNERS' payments already owing, the COUNTY may terminate this Covenant (1) at any time by giving the OWNERS thirty (30) days written notice thereof; or (2) by any method as set forth in Section 5 of this Agreement.

**SECTION 7. NOTICES.**

(a) Notice hereunder from one party to the other may be sent to:

**FOR THE COUNTY:**

Melonie Barrington, P.E.  
County Traffic Engineer  
140 Bush Loop  
Sanford, FL 32773

**FOR ALOMA:**

Aloma Square Owners' Association, Inc.  
c/o Mr. W. Malcolm Clayton  
5405 Diplomat Circle, Suite 100  
Orlando, Florida 32810

**FOR LOMA VISTA:**

Loma Vista Property Owners' Association, Inc.  
c/o Mr. W. Malcolm Clayton  
5405 Diplomat Circle, Suite 100  
Orlando, Florida 32810

Any party may change, by written notice as provided herein, its addresses or persons designated for receipt of notices.

BK 329PG0421

(b) For the purpose of annual budgeting, the COUNTY will submit a written notice to the OWNERS by March 1st of each year for all charges provided herein, to the extent they can be anticipated from prior years' charges.

**SECTION 8. REPRESENTATIONS.** The undersigned persons signing on behalf of the OWNERS (ALOMA or LOMA VISTA) each represents that (s)he is the designated officer or general partner acting for the OWNERS; that this document has been reviewed and duly approved for execution by all necessary general partners, officers or directors of the named entity for which (s)he purports to sign with all the formalities required by law for such named entity to enter into a binding agreement; and that the respective entity has likewise authorized the undersigned to bind OWNERS (ALOMA or LOMA VISTA) to the terms and conditions contained in this Covenant.

**SECTION 9. SEVERABILITY.** If any provision of this Covenant or the application thereof to any person or circumstance is held invalid, it is the intent of the parties that the invalidity shall not affect other provisions or applications of this Covenant which can be given effect without the invalid provision or application, and to this end the provisions of this Covenant are declared severable.

**SECTION 10. ENTIRE AGREEMENT.**

(a) The entire agreement of the parties is contained herein and this Covenant supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.



(b) Any alterations, amendments, deletions, or waivers of the provisions of this Covenant shall be valid only when expressed in writing and duly signed by all parties, except as provided in Section 3.

**SECTION 11. GOVERNING LAW.** The laws of the State of Florida shall govern the validity, enforcement and interpretation of this Covenant. Jurisdiction and venue for any legal action in connection herewith shall lie only in the Eighteenth Judicial Circuit Court of the State of Florida, in and for Seminole County.

**SECTION 12. PARTIES BOUND.** This Covenant is binding upon and shall inure to the benefit of OWNERS and COUNTY, and their successors, grantees and assigns.

**SECTION 13. CONFLICT OF INTEREST.**

(a) The OWNERS agree that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Covenant with the COUNTY or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

(b) The OWNERS each hereby certify that no officer, agent or employee of the COUNTY has any material interest (as defined in *Section 112.312(15), Florida Statutes*, as over 5% of the total assets or capital stock) either directly or indirectly, in the OWNERS, and that no such person shall have any such interest during the term of this Covenant.

(c) [Intentionally left blank.]

(d) The OWNERS shall have the continuing duty to report to the COUNTY any information that indicates a possible violation of this Section.

**Signature blocks begin on page 10**

**BK 329PG 0423**

IN WITNESS WHEREOF, the parties have executed this Covenant as of the day  
and year first above written.

ATTEST:

L. S. Dodge  
Print name: Linda S. Dodge as  
Secretary of Aloma Square  
Owners' Association, Inc.

ALOMA SQUARE OWNERS' ASSOCIATION,  
INC.

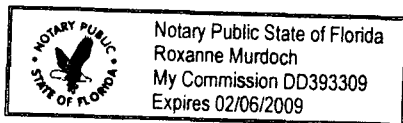
By: W. Malcolm Clayton  
W. MALCOLM CLAYTON  
as its President/Director

(CORPORATE SEAL)

Date: 10/12/2005

STATE OF FLORIDA )  
COUNTY OF ORANGE )

I HEREBY CERTIFY that, on this 12<sup>th</sup> day of OCTOBER, 2005, before me,  
an officer duly authorized in the State and County aforesaid to take acknowledgments,  
personally appeared W. Malcom Clayton and Linda S. Dodge as  
President/Director and Secretary, respectively, of Aloma Square Owners' Association,  
Inc., a corporation organized under the laws of the State of Florida and authorized to do  
business in the State of Florida, who are personally known to me or who have produced  
\_\_\_\_\_ as identification. They acknowledged before  
me that they executed the foregoing instrument as such officers in the name and on behalf  
of the corporation, and that they also affixed thereto the official seal of the corporation.



Sign Name Roxanne Murdoch  
Print Name ROXANNE MURDOCH  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: 2/6/2009

BK 329PG0424

ATTEST:

*Linda S. Dodge*  
Print name: LINDA S. DODGE as  
Secretary of Loma Vista Property  
Owners' Association, Inc.

LOMA VISTA PROPERTY OWNERS'  
ASSOCIATION, INC.

By: *W. Malcom Clayton*  
W. MALCOLM CLAYTON  
as its President/Director

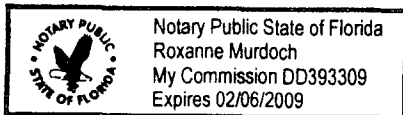
(CORPORATE SEAL)

Date: 10/12/2005

STATE OF FLORIDA )  
COUNTY OF ORANGE )

I HEREBY CERTIFY that, on this 12<sup>th</sup> day of OCTOBER, 2005, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared W. Malcom Clayton and LINDA S. DODGE as President/Director and Secretary, respectively, of Loma Vista Property Owners' Association, Inc., a corporation organized under the laws of the State of Florida and authorized to do business in the State of Florida, who are personally known to me or who have produced \_\_\_\_\_ as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Sign Name *Roxanne Murdoch*  
Print Name ROXANNE MURDOCH  
Notary Public in and for the County  
and State Aforementioned  
My commission expires: 2/06/2009



BK 329PG0425

ATTESTS

MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida.

For the use and reliance of  
Seminole County only. Ap-  
proved as to form and legal  
sufficiency.

County Attorney

AS/dre

6/1/05

Attachments

Exhibit "A"

Composite Exhibit "B"

P:\USERS\DEDGE\MY DOCUMENTS\AGT\TRAFFIC SIGNAL MAINTENANCE - ALOMALOMAFINV.DOC

**BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA**

By:

CARLTON D. HENLEY, CHAIRMAN

Date: 11-15-05

As authorized for execution by the Board  
of County Commissioners at its Nov. 15,  
2005, regular meeting

BK 329PG0426

**EXHIBIT "A"**

**LOCATION OF TRAFFIC SIGNALS WITHIN THE SCOPE OF THE COVENANT  
AMONG SEMINOLE COUNTY, ALOMA SQUARE OWNERS' ASSOCIATION, INC.,  
AND LOMA VISTA PROPERTY OWNERS' ASSOCIATION, INC.**

The following traffic signal(s), which do not have the Priority Preemption System, are located at the intersection of:

A. NONE.

The following traffic signal(s), which have the Priority Preemption System, are located at the intersection of:

B. SR 426 (Aloma Avenue) and the two streets that align with each other, which include Via Loma Place and Loma Vista Place, as shown on Sheet No. T-3 at approximately Stations 99 through 101 of the Signalization Plan for by Traffic Planning and Design, Inc., dated 7/02, and as may be modified or amended.

**SERVICE COMPONENT OF CHARGES FOR TRAFFIC SIGNALS**

The annual charge for the Service Component under subsection 3(a) of this Covenant shall be ONE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$1,850.00) until recalculated in accordance with said subsection.

**BK 329PG 0427**

**COMPOSITE EXHIBIT "B"**

**Tracts C, D, E, and F, LOMA VISTA, according to the plat thereof as recorded in Plat Book 59, at Pages 27 through 30, of the Public Records of Seminole County, Florida.**

**Parcel I.D. Nos.:   31-21-31-513-0000-0000  
                          31-21-31-513-0C00-0000  
                          31-21-31-513-0D00-0000  
                          31-21-31-513-0E00-0000  
                          31-21-31-513-0F00-0000**

**BK 329PG0428**

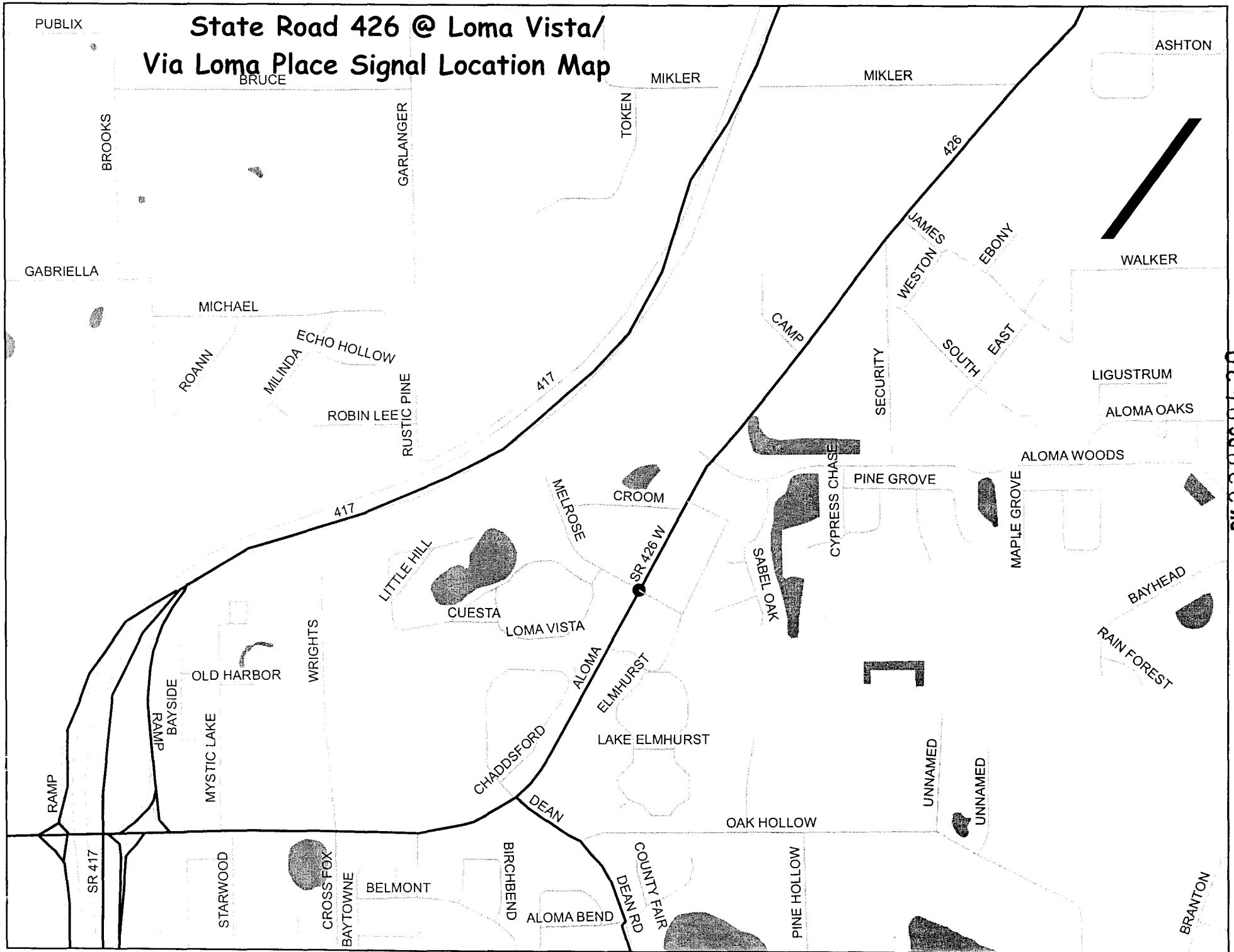
**COMPOSITE EXHIBIT "B"**

**Tracts A, B, C, D, E, and F, ALOMA SQUARE, according to the plat thereof as recorded in Plat Book 66, at Pages 45 through 46, of the Public Records of Seminole County, Florida.**

**Parcel I.D. Nos.:   31-21-31-515-0000-0000  
                          31-21-31-515-0A00-0000  
                          31-21-31-515-0B00-0000  
                          31-21-31-515-0C00-0000  
                          31-21-31-515-0D00-0000  
                          31-21-31-515-0E00-0000  
                          31-21-31-515-0F00-0000**

**BK 329PG 0429**

# State Road 426 @ Loma Vista/ Via Loma Place Signal Location Map



BK 329PGU430